

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <b>PR1681851</b>		PAGE 1 OF <b>51</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>S-RB100-12-Q-0313</b>	
						6. SOLICITATION ISSUE DATE <b>August 8, 2012</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Zoran Djordjevic</b>				b. TELEPHONE NUMBER(No collect calls) <b>+381-11/306-4945</b>	
						8. OFFER DUE DATE/ LOCAL TIME <b>12:00 noon on September 10, 2012</b>	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE:      % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS:484210 SIZE STD:    \$25.5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
<b>American Embassy</b> <b>Kneza Milosa 50</b> <b>11000 Belgrade</b> <b>Serbia</b>						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE	
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Moving of the U.S. Embassy offices and equipment from the current location to the New Embassy Compound as stated in The Schedule.			1	Job		
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		
			42d. TOTAL CONTAINERS		

STANDARD FORM 1449 (REV. 4/2002) BACK

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**SECTION 1 - THE SCHEDULE****CONTINUATION TO SF-1449  
RFQ NUMBER S-RB100-12-Q-0313  
PRICES, BLOCK 23****1. BACKGROUND AND PURPOSE**

The United States Embassy in Belgrade is moving to a New Embassy Compound (NEC) in the Dedinje area of Belgrade at Bulevar kneza Aleksandra Karadjordjevica 92. The Embassy needs to move materials from three locations: the current Embassy building (Kneza Milosa 50), the Marine Security Guard Quarters (MSGQ, Tolstojeva 54); and the Embassy warehouse (Savski Nasip 7). The move consists of individual offices, cubicles, kitchenettes, conference rooms, storage rooms, etc. See 1.4, The Sites, in the Description/Specifications/Work Statement. The move is planned to take place over a period of several days to be confirmed, however it is estimated to occur sometime between December 2012 and January 2013.

**2. SCOPE OF SERVICES**

The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles to efficiently accomplish the Embassy's office move. Services will include planning; acquisition of all required permits; disassembly, packing, pick-up and loading property; transporting property to the NEC; delivering property to designated areas; positioning at the new location and reassembly of previously dismantled items; and removal of debris. In addition, padding and packing/crating of certain items, and the moving of bulky and heavy items will be required. Materials to protect the integrity of both existing and new embassy compounds are required are part of the contract.

**3. TYPE OF CONTRACT**

This is a fixed price completion type contract.

**4. TYPES OF SERVICES**

Moving Services. The Contractor shall provide move planning and moving services as specified in Continuation to SF-1449, Schedule of Supplies/Services, Block 20, Description/Specifications/Work Statement. Performance may be required outside the normal workday to avoid traffic tie-ups, prepare staged materials or meet other schedule requirements.

**5. PRICING**

- (a) The Government will pay the Contractor a fixed price upon satisfactory completion of the move.
- (b) The Contractor shall include the cost of all equipment, materials, labor (including any premium pay for services required for overtime and holidays), overhead, and profit in the fixed price for moving services.
- (c) The Government will make payment in local currency.

## 6. PRICES

Moving Services. The fixed price for move of the U.S. Embassy, as described herein, is:

\_\_\_\_\_ (without VAT)

**CONTINUATION TO SF-1449****CONTRACT NUMBER S-RB100-12-M-0313****SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20****DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****1. WORK REQUIREMENTS**

1.1 General. The Contractor shall provide all equipment, materials, managerial, administrative, and direct labor personnel to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other purposes.

**1.2 Definitions.**

“Government” means the U.S. government.

“Embassy” means the U.S. Government mission to Serbia

“Blocks A-D” means existing embassy office buildings adjacent to Kneza Milosa 50, located along Vojvode Milenka Street.

“Chancery” means the existing embassy building at Kneza Milosa 50

“NEC” means New Embassy Compound

“NOB” means the new office building

“CO” means Contracting Officer

“COR” means Contracting Officer Representative

“GSO” means General Services Office

“Heavy Items” mean safes, scales, mailroom equipment, workbenches, gym equipment, etc.

“SPX” means the shop/storage annex building at the New Embassy Compound

“Services” means the services performed, workmanship, and material furnished or used in the performance of the services.

1.3 Move items. The Embassy anticipates moving boxed files, boxed personal items, loose items, safes (some filled and some empty), office equipment, computers, monitors, printers, fax machines, copiers, refrigerators, microwaves, photocopiers, gym equipment, tools, stationary shop equipment, and other items as identified in the pre-proposal survey. All files, office supplies, desk and personal items to be moved will be self-packed by embassy personnel. A limited amount of office furniture or furnishings will be moved, to include items such as desks, chairs, computer tables, sofas, bookshelves, coat racks, pictures, maps, telephones, lamps, fire extinguishers and other common things found in an office environment. All items shall be wrapped in a protective element to prevent damage to include scratching and denting the item. The Embassy will disconnect and reconnect computers and other electrical items.

**1.4 The Sites**

- a. Chancery. There is a single stairwell from the first floor to the fifth floor. The contractor will need to move some very heavy safes and other bulky items from the upper floors of the Chancery. There are two elevators but are rated for passengers only; no moving may be done using these elevators.
- b. Blocks A-D. Each block has a single stairwell from basements to the third floor. Each block has a service entrance on Vojvode Milenka Street or Sarajevska Street. D-Block has a single elevator with 700 kg capacity. This elevator is unreliable and options without the elevator need to be considered.

- c. (existing) Marine Security Guard Quarters. This is a large three-story residential building, including a gym, located at Tolstojeva 54.
- d. New Embassy Compound.  
The NEC NOB has one 21-person passenger elevator with 1600 kg capacity, one freight elevator with a 1600 kg capacity, and two stairwells.  
The NEC MSGQ is a residential building with one stairwell.  
The NEC SPX is a single-story building with shops and storage areas.

The NEC walls are made of "drywall" or "gypsum board" and will damage easily when bumped. Movers must protect walls and corners, floors and elevators.

The contractor must also take preventive measures to protect the driveways, loading docks and parking areas of the NEC from damage, including from its vehicles.

## 1.5 Duties and Responsibilities.

1.5.A. Move plan. Working closely with the COR, the contractor will develop a move plan that fits within the Embassy's overall Transition Plan (Attachment 2). Certain areas of the Embassy require an escort and can only be entered during scheduled times and some of the items will require a constant escort. Contractor shall schedule move priorities as directed by the COR.

The move plan shall include:

- Provision of custom boxes for packing and transportation of computer CPUs, monitors, UPS, and peripherals. Boxes should be provided in sufficient quantity to pack equipment identified in the pre-proposal conference.
- Provision of standard-sized boxes for self-packing and transportation of files and personal effects, not to exceed 30 cm x 36 cm x 60 cm. Boxes should be provided in sufficient quantity to pack equipment identified in the pre-proposal conference.
- Provision of labels in accordance with the sample provided (Attachment 3) in sufficient numbers to be affixed on three sides of each box.
- The use of five (5) trucks (as described in 1.5.F. Vehicles) and thirty-six (36) laborers during the final four days of performance of this contract.

The move plan will also:

- Describe materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, walls, driveways, loading docks and parking areas.
- Describe packing materials, manner, and protection of items being moved.
- Describe method of handling and packing for fragile, electronic and bulky items.
- Describe the uniforms to be used by all personnel, including a distinct and readily identifiable uniform for Team Leaders.
- Specify the number, type and loading capacity of trucks to be utilized for all parts of the move, and the type and number of personnel to be utilized for all parts of the move. (The final move plan will include specific names of personnel and license plates of vehicles)
- Emphasize safety requirements so that accidents or injuries do not occur.

- Describe the Personal Protective Equipment provided to contractor staff.
- Emphasize security requirements so that accidental security violations do not occur.

The plan will be developed and delivered to the COR within 10 days of contract award. The Government will have five working days to review the submitted move plan. After review by the Government, the Contractor shall update the plan as required and submit it to the COR within 7 days. All written deliverables shall be submitted in 3 copies to the COR.

1.5.B Deliverables. No less than 21 days before any move is to commence, the Contractor shall make available for inspection boxes, wrapping paper, tape and labels for self-pack of files and desk items. No less than 14 days before any move is to commence, the Contractor will deliver the same to designated areas and assemble boxes for self-packing by Government employees.

1.5.C Packing. Government employees will self-pack files, office supplies, desk and personal items to be moved. The contractor shall pack and label other items on the day they are to be moved. Items to be packed by the contractor include but are not limited to photocopiers, other information technology (IT) equipment, gym equipment, tools, and stationary shop equipment. The contractor's responsibility for damage to all items is equal to that for contractor-packed items. If the contractor has concerns about the sufficiency of any packing, the contractor may re-pack items with the approval of the COR (unclassified items only). The contractor shall be responsible for the disassembly and subsequent reassembly of furniture and shelving as necessary.

Packing and moving of Government-owned materials/equipment is a highly specialized function. The measure of performance shall be the condition of articles upon arrival at their destination. The contractor must always take the greatest care in handling and packing articles. Move to INTRO paragraph?

1.5.D Housekeeping. The contractor is responsible for removal of trash and moving debris so that an orderly and safe environment is maintained. During moves the contractor shall remove trash daily. For ease of congestion, the contractor shall keep all packing materials in one area of each section being packed. Embassy employees will place all used packing materials in one common area for pickup by the contractor at the new location. The contractor shall pick-up the unused packing materials 10 working days after completion of moves. The contractor shall pick-up all packing materials five working days after completion of the move to the NEC. The Government will be responsible for all trash removal after this time period.

1.5.E Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to efficiently provide the services identified in this section. It is anticipated that the contractor will provide:

Project Manager – 1  
Deputy Project Manager – 1

Team Leaders/Supervisors - 5  
Truck Drivers - 5  
Laborers - 36

The Project Manager and Deputy Project Manager are considered key personnel and cannot be substituted during the performance of this contract. The Project Manager and the Deputy Project Manager shall be fluent in the English language. Team leaders shall have basic knowledge of the English language.



All contractor employees shall:

1. Be courteous at all times;
2. Arrive at the work site in uniform promptly at the scheduled time with materials necessary to properly complete the job;
3. Present credentials identifying themselves as employees of the company;
4. Be in good general health and free from communicable diseases;
5. Refer any irresolvable questions to the Project Manager, who will consult with the COR;

The contractor's employees shall not at any time:

1. smoke in the US Government facility;
2. arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
3. drink alcoholic beverages on the job, even if offered;
4. engage in prolonged discussion or argument regarding the job;
5. perform any work not specified in this contract.
6. carry a cell phone or other electronic equipment on Government property without approval of the COR
7. carry backpacks or other bags as identified by the COR.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Embassy. The Contractor shall provide a list of employees that will take part of the move with local ID numbers and policy and certificates showing clean records ("uverenje o nekaznjavanju od suda" and "uverenje o nekaznjavanju od policije"), per delivery schedule set in Section 1. The Contractor shall provide all information required for the background investigation to the COR 10 days after contract award.

The Government reserves the right to deny access to U.S. owned or operated facilities to any individual.

Subject to approval from the Embassy's Regional Security Office, the Government will issue a temporary ID badge to contractor employees. The contractor shall make employees available no less than 5 days before the commencement of work for issuance of these badges. Contractor employees will follow instructions issued along with these badges regarding their use, safekeeping, and disposition. These badges must be returned at the end of the contract period.

1.5.F. Vehicles. The contractor shall ensure vehicles used in this move are in proper mechanical condition to ensure their full availability during the move period and to assure that Government property is reliably and safely transported. The contractor shall ensure that all vehicles and trucks used in this move are hard covered vehicles that can lock and have a lift platform with a capacity of no less than 900 kg. The contractor shall provide all fuel and lubricants for their vehicles and equipment. Some loaded vehicles will require a Government escort to be present on the vehicle at all times during the move. The contractor shall ensure that the vehicle has sufficient passenger space for the escort. The vehicle shall not depart without the escort. The Contractor shall follow instructions by the escort unless such instructions violate the laws of Serbia. Non-availability of suitable vehicles or equipment shall not constitute acceptable justification for either late performance or additional cost to the Government. The contractor shall provide a list of all vehicles to be used in the move (make, model/description, license number, loading capacity) as part of the final move plan. The contractor will make vehicles available to the Government for inspection no less than two (2) days before any move commences.

The contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reserving on-street parking, etc., with local authorities.

## 2. MANAGEMENT AND SUPERVISION

2.1 Supervision. The Contractor shall designate a Project Manager and a Deputy Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel at the Chancery and the Deputy Project Manager will be the point of contact at the NOB. The Project Manager and Deputy Project Manager shall have supervision as their sole function.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times not to take place with half-loaded or fully loaded vehicles, but with empty vehicles.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis and inspectors have to be included into the list of employees, as well.

2.4 The Contractor shall be responsible for work site safety during the move.

2.5 When moving items that require a Government escort, the escort will control the progress of moving/loading/departing/unloading, etc. and the movers shall not do anything without the specific approval of the identified escort.

## 3. CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to boxes, tape, wrapping, padding, uniforms, ladders/step stools, dollies, jacks, tools, cleaning supplies, floor coverings, corner bumper guards, lifting equipment, vehicles, containers, and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service during the move. Equipment will be made available to the Government for inspection no less than two (2) days before any move commences.

## 4. GOVERNMENT FURNISHED PROPERTY.

The Government does not intend to make any equipment or materials available to the Contractor as "Government furnished property (GFP)" for performance under the contract.

## 5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<b>Description</b>	<b>Quantity/Delivery Date</b>	<b>Deliver To</b>
1.5.A – Draft Move Plan	10 days after contract award	COR
1.5.A – Final Move Plan	7 days after receipt of	COR

Description	Quantity/Delivery Date	Deliver To
	Government review of the Draft Move Plan	
1.5.B – Packing Items - make boxes available for inspection	21 days before move	COR
1.5.B deliver boxes	14 days before move	COR
1.5.E – Employee Security Checks: Employee list with ID numbers and passport size color photos	With Final Move Plan	COR
1.5.F – Vehicle List	With Final Move Plan	COR
6 – Invoice	Upon completion of the move	FMO
8 – Insurance	Within 10 days after contract award	CO
10 – Permits	Within 10 days after contract award	CO

## 6. INVOICES AND PAYMENT

Invoices shall be submitted in an original and three (3) copies to the Financial Management Officer (FMO) at the following address (designated payment office only for the purpose of submitting invoices):

American Embassy Belgrade  
 FMO  
 Bulevar Kneza Aleksandra Karadjordjevica 92  
 11000 Belgrade  
 Serbia

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment. The Embassy will pay net amount only and forward an original VAT exemption form, against the original invoice, to the Contractor.

The contractor shall include the following statement on invoices submitted for payment "*Oslobodjeno plaćanja PDV-a po članu 24. st.1.16 pod tačka 1. Zakona o PDV*" ("Exempt from VAT under article 24, paragraph 1.16, item 1 on the Law on VAT").

## 7. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage to include the landscaping or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

## 8. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of

this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in US Dollars:
 

Per Occurrence	10,000
Cumulative	50,000
2. Property Damage stated in US Dollars:
 

Per Occurrence	10,000
Cumulative	50,000

#### Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease	Statutory, as required by Serbian law
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<u>Employer's Liability</u>	Statutory, as required by Serbian law
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## 9. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

## 10. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

## 11. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date minimum of fifteen days from date of contract award (unless the Contractor agrees to an earlier date) on which performance shall begin. The move shall be completed according to the final move plan. This time period does not include the unpacked packing material collection 14 days after completion of the move.

The contractor shall be ready to work no later than 08:00 A.M. during the period of performance, Monday through Sunday. It is the Contractor's responsibility to ensure that working hours do not violate local laws and regulations.

This contract includes work on weekends and possible holidays. The Contractor shall not be entitled to additional compensation for these times, but shall include all costs in the price.

## 12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraph	Performance Threshold
<b><u>Services.</u></b> Performs all packing services set forth in the scope of work.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received.
All vehicles and trucks are hard covered vehicles and have a lock	1.5.A through 1.5.F	Required services are performed and no more than one (1) customer complaint is received

**Monitoring Performance.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

**Standard.** The performance standard is that the Government receives no more than one (1) customer complaint during the period of performance. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

## PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the period of performance, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**Attachment 1**

**INVENTORY LIST**

*An inventory list will be provided to all interested parties at the site visit.*

**Attachment 2**

**LOCATIONS LIST**

*A list of locations will be provided to all interested parties at the site visit.*



**Attachment 3****TRANSITION PLAN\***

3 months before completion:	Government will inform Contractor of a tentative schedule for moves comprising the transition plan
TBD 75 – 15 days before completion	Contractor will move: <ul style="list-style-type: none"><li>• Equipment from D-Block Basement to NEC</li><li>• Shop areas to SPX</li><li>• Move ESO shops to NEC</li></ul>
14 days before completion	Contractor will deliver supplies to Embassy for self-packing.
11 days before completion	Contractor will pack and move Health Unit and supplies to NEC
9-10 days before completion	Contractor will pack and move MSGQ (Tolstoyeva 54) and MSG offices to NEC
5 days before completion	Contractor will move: <ul style="list-style-type: none"><li>• Packed computers from all Embassy areas to NEC</li><li>• Heavy items from all Embassy areas to NEC</li><li>• Designated packed items from Exec, RSO, POL, DAO, Econ to D-Block Basement</li><li>• Additional packed items from Exec, RSO, POL, DAO, ECON to NEC</li></ul>
4 days before completion	Contractor will move: <ul style="list-style-type: none"><li>• Packed items from all areas of the Embassy (except D-Block Basement) to NEC</li></ul>
3 days before completion	Contractor will move: <ul style="list-style-type: none"><li>• Designated packed items from D-Block Basement to NEC. Escort by Government employee required.</li></ul>
2 days before completion	Reserved for tasks not previously completed.
1 days before completion	Contractor will provide two (2) hard-side trucks with drivers to move RAO to NEC. Government employees will move self-packed items. Escort by Government employee required.

\* The Transition Plan with the full disclosure of exact room locations will be provided to interested parties at the site visit.

**Attachment 4****Label Sample\***

Floor	
Suite	
Row	
Cubicle	
Name	
Section	
Contents	

\* The final label design will depend on the final move plan and space layout at the NEC.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (FEB 2012), is incorporated by reference. (See SF-1449, block 27a).

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

\_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

- \_\_ (11) [Reserved]
- \_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- \_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).

\_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

\_\_ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

\_\_ (ii) Alternate I (Mar 2012) of [52.225-3](#).

\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).

\_\_ (iv) Alternate III (Mar 2012) of [52.225-3](#).

\_\_ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

— (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## ADDENDUM TO CONTRACT CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.204-9 Personal Identify Verification for Contractor Personnel (JAN 2011)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 52.247-5 Familiarization with Conditions (APR 1984)
- 52.247-12 Supervision, Labor, or Materials (APR 1984)
- 52.247-13 Accessorial Services – Moving Contracts (APR 1984)
- 52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)
- 52.247-17 Charges (APR 1984)
- 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
- 52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)
- 52.247-26 Government Direction and Marking (APR 1984)
- 52.247-27 Contract Not Affected by Oral Agreement (APR 1984)

### THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

The use in this solicitation or contract of any DOSAR (CFR 48 Ch.6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

The following DOSAR clauses are provided in full text:

### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.



Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

All official holidays of the Republic of Serbia.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Shipping Supervisor.

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

### SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (FEB 2012) is incorporated by reference. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name and qualifications of a Project Manager and a Deputy Project Manager who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing (copy of the excerpt from the Serbian Business Registry (Agencija za privredne registre) and a copy of the tax identification number certificate (PIB)) ;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Description of vehicles, to include capacity/size/weight limits of cargo area, and other equipment to be used for the handling and transport of shipments.
- (7) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.
- (8) A copy of the Certificate of Insurance or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

#### A.3 PROPOSAL INSTRUCTIONS

The proposal shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. The proposal shall consist of the following:

<b>Volume</b>	<b>Title</b>	<b>No. of Copies</b>
1	Technical Capabilities	Original + 3
2	Past Performance information	Original + 3
3	Price Proposal	Original + 1

A.3.1.1. Do not include cost/pricing information in your technical capabilities or past performance submittals. Detailed descriptions of the expected contents for each of these volumes are provided below.

A.3.1.2. All documentation covers shall clearly identify:

- a. Solicitation number;
- b. The volume, which shall be labeled (Example: Price Proposal, Technical Capabilities, etc.);
- c. Volume number (Volume 1, 2 or 3);
- d. Whether 'original' or 'copy' on the face of each volume; and,
- e. Offeror's name, name and title of Offeror's point of contact, mailing address, telephone number, and email address.

A.3.1.3. Proposals shall be prepared as follows:

- a. No less than size 11 font, Times New Roman (graphics excluded);
- b. One-inch margins on all sides;
- c. Pages shall be sequentially numbered on A4 paper for each individual section;
- d. Pages shall be sequentially numbered throughout the Volumes; and,
- e. All documentation shall be submitted in a hard cover binder that is tabbed and indexed (tabbed sections shall follow instructions provided below for the respective volumes).

A.3.1.4. Charts and graphs may be used where practical to depict organization, system descriptions and layout, implementation schedules, plans, etc. All charts and graphics shall be self explanatory. Foldout pages shall fold entirely within the volume. Foldouts shall be printed on one side only. Charts and graphs will not be included in the page count.

A.3.1.5. Proposals shall be signed by an authorized official of the company who has responsibility for providing the proposal. (See FAR Part 4.102) All proposals shall set forth full, accurate and complete information as required by the solicitation. Offerors represented by a Joint Venture Agreement shall provide an executed Agreement.

A.3.1.6. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A.3.1.7. Proposals that are not prepared in accordance with these instructions may be considered unacceptable.

A.3.1.8. The offeror shall mark proprietary data by page(s), paragraph(s) and sentence(s). Do not generalize.

## A32.2 TECHNICAL CAPABILITIES

The Technical Capabilities volume of the proposal shall address and be clearly organized to provide the following information:

### A.3.2.1. Licenses and/or Permits

Offerors will provide a statement that they are authorized to provide the supplies and services contemplated under this solicitation in the Republic of Serbia. Offerors are to provide a copy of their

licenses and/or permits granting them this authority.

NOTE: An offeror who is considered to not possess the proper licenses and/or permits to perform work in Serbia will not be considered a responsible offeror under this solicitation and their proposal will not be considered for award.

#### A.3.2.2. Equipment and Availability

Offerors will describe their ability to obtain and access equipment and supplies necessary for the move described in Section 1. Offerors shall provide a description of the type packing materials they plan to provide, including the manufacturer, type and any other pertinent information. Offerors shall describe their plans for making these supplies available over the contemplated period of performance for this effort.

#### A.3.2.3. Staffing Capability

The offeror shall describe their ability to provide the staff necessary to complete the move outlined in the Performance Work Statement, Section 1.

#### A.3.2.4. Management Plan

Offerors shall describe their plan for managing the requirements of this effort. The plan should describe the organizational structure of the project team, roles and responsibilities, and names and resumes of key personnel. Resumes must contain the employee's education, training, experience and previous work history that are relevant to the requirements of this effort. In addition, the offeror shall describe their plan for providing a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed. The offeror shall describe its recovery plan that will address such an occurrence.

### A.2.4 PAST PERFORMANCE

In the proposal the offer shall describe up to three (3) past performance efforts that demonstrate the Contractor's relevant experience and capabilities to perform the contract work on a scale comparable to this proposal. For each of the past performance contracts and/or subcontracts, provide the following information:

1. Project title
2. Brief description of the project
3. Contract number and type
4. Task/Deliver order number, if applicable
5. Dollar value
6. Vendor or Government Agency/Organization contract was with
7. COR's name, address, phone number, and email address
8. Contracting Officer's name, address, phone number, and email address
9. Current status, e.g. completed, or in progress, estimated completion date, etc.
10. Description of any technical problems or other deficiencies that may have occurred
11. Brief narrative of why you deem the reference to be relevant to this effort.

The offeror is advised that the experience information provided may be discussed with the customer

personnel. In addition, customer personnel may be asked to comment on the offerors:

1. Quality of services provided under the contract
2. Compliance with contract terms and conditions
3. Effectiveness of management
4. Cooperativeness
5. Problem resolution capability
6. Business integrity

#### A.2.5 PRICE PROPOSAL

The Price Proposal volume shall address and be clearly organized to provide the following information:

1. A cover letter containing any information the offeror wishes to bring to the Government's attention, may be provided.
2. Standard Form (SF) 1449, Solicitation, Offer and Award, is being used for this solicitation.
  - a. This form is being used by the Government as a Request for Proposal (RFP) and upon submission by the offeror becomes the offeror's proposal. As such, it is an offer which can be unilaterally accepted by the Contracting Officer and awarded on the SF-1449. Therefore, the SF-1449 shall be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal and not an offer or bid, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF-1449.
  - b. The offeror shall complete blocks 17a, 23, 24, 30a, 30b and 30c of the SF-1449. Failure to submit a complete proposal by the closing time and date designated in Block 8 of the SF-1449 may result in the proposal being deemed "late" and not considered for award.
3. The offeror shall acknowledge all amendments either by signing and returning the SF-30 or by acknowledging the amendments in Block 14 of the SF-1449. Acknowledgement can only be executed by an authorized company official responsible for the offer as described in paragraph 1.a above.
4. The offeror is required to complete the Price Schedule in Section 1, 3. Pricing in the solicitation, including all option periods. The offeror shall fill in the blank lines with its own rates and then, using the estimated quantity, calculate and fill in the total price for each line item. The offeror shall then total all the total prices for each line and complete the total estimated amount for each given year of the contract.
5. A completed package of Representation and Certifications, per Section 5.

#### A.3 PROVIDE EITHER:

- a. a copy of the Certificate of Insurance, or
- b. a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

#### A.4 OFFEROR QUESTIONS AND CLARIFICATIONS

Any questions, comments or clarifications concerning any aspect of the solicitation shall be prepared in writing and submitted via email to Zoran Djordjevic via email at [djordjevicz@state.gov](mailto:djordjevicz@state.gov) no later than 10 work days after release of the solicitation. Questions received after that time may not be considered. Any questions or clarifications submitted should identify the topic (e.g., technical, cost), and must reference the applicable section of the solicitation (e.g., Section, paragraph, and subparagraph). If questions/clarifications do not reference the applicable section, they may not be answered. Questions will not be accepted by telephone.

Answers and responses by the Government may form the basis of an amendment to the solicitation. Responses to questions will be posted on the U.S. Embassy Belgrade web solicitations page(<http://serbia.usembassy.gov/solicitations.html>) and will not reveal the Offeror that submitted the question.



**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

- 52.204-6 Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (OCT 2003)
- 52.214-34 Submission of Offers In The English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

**COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)(DEVIATION)**

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, C.W. Martin, at telephone 011/306-4783 or fax 011/361-5489. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900,

SA-27, Washington, DC 20522-2712.

(End of provision)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

A. **COMPLIANCE REVIEW.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

B. **TECHNICAL ACCEPTABILITY.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the quoter's network within all of Serbia to ensure adequate connectivity.

C. **COMPETITIVE RANGE DETERMINATION AND REJECTION OF OFFERS.** The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to:

- 1) limit the number of offerors in the competitive range to the greatest number of proposals that will permit adequate competition among the technically acceptable proposals;
- 2) make more than one competitive range determination;
- 3) conduct more than one round of discussions; and
- 4) conduct more than one round of proposal revisions.

The Government reserves the right to reject an offer if one of the following conditions exists:

- 1) Offeror fails to submit any of the required proposal documents required by Section 3;
- 2) Offeror submits a cost/price proposal that cannot be adequately explained or substantiated;
- 3) Offeror submits an offer that could not be made technically acceptable without a major rewrite.

D. **PRICE EVALUATION.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total. The Government reserves the right to reject proposals that are unreasonably low or high in price.

E. **RESPONSIBILITY DETERMINATION.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and

- otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

**FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

**SITE VISIT AND PRE-PROPOSAL CONFERENCE:**

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation and a site visit on August 29 at 14:00 at the American Embassy, Kneza Milosa 50, Belgrade, Serbia.

In order to be admitted to the pre-proposal conference and site visit, a Site Visit Registration form must be submitted by fax at 011/361-5916 to the attention of Zoran Djordjevic no later than 12:00 on Monday, August 24, 2012. No more than 2 persons will be admitted from each company. The form is available for download from the Embassy web site at <http://serbia.usembassy.gov/solicitations.html> or you may request a copy of the form by fax at 011/361-5916.

Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 1449, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, answers to all the questions will be posted on the web page where the solicitation documents are posted. If the answer requires a change to the solicitation, a solicitation amendment will also be issued and posted on the same page.

**NOTE TO INTERESTED VENDORS\*** – Due to security concerns all company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the conference and site visit without prior notification will be denied entry.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS. (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the

Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, or is not a small business concern.



(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

**Line Item No.    Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No.    Country of Origin**

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.



[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.



(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) *Taxpayer Identification Number (TIN).***

TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

- \_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- \_\_\_ Offeror is an agency or instrumentality of a foreign government;
- \_\_\_ Offeror is an agency or instrumentality of the Federal Government.

**(4) *Type of organization.***

- \_\_\_ Sole Proprietorship;
- \_\_\_ Partnership;
- \_\_\_ Corporate Entity (not tax exempt);
- \_\_\_ Corporate Entity (tax exempt);
- \_\_\_ Government entity (Federal, State, or local);
- \_\_\_ Foreign government;
- \_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_ Other \_\_\_\_\_

**(5) *Common parent.***

- \_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_  
TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

**None.**